

# Exhibit S-1

EXHIBIT  
5-7

**Warehouse and Fulfillment  
Related Expenses**

FSS will pay one hundred percent (100%) of the employee, lease and shipping expenses associated with the warehouse and fulfillment operations in connection with the sale of PQPR and FSS Inventory.

**PQPR Debt**

FSS owes PQPR as represented by the notes dated August 13, 2020, and November 10, 2021 in the total original amount of \$54,888,000. Currently, FSS is paying PQPR \$11,000 per business day. As a temporary accommodation to FSS, PQPR agrees to reduce the amount FSS will pay to PQPR to \$2,500 per business day to be applied to interest on the PQPR Notes for thirty (30) days following the effective date of this agreement, increasing to \$5,500 per business day thereafter through the term of this forbearance agreement.

FSS will acknowledge the validity and priority of the PQPR debt and liens and will agree to a replacement lien of equal scope and priority to PQPR's existing liens.

**Term:**

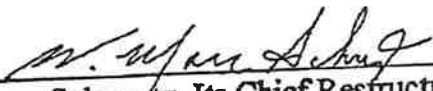
60 Days

**Reservation:**

Subject to revision after implementation based on actual operational results.

Executed this 12 day of July 2022.

**Free Speech Systems, LLC**

By:   
Marc Schwartz, Its Chief Restructuring Officer

**PQPR Holdings Limited, LLC**

By:   
David Jones, Its Manager

LLC

By:  Sarang Arora  
Sarang Arora Its Manager